

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 90	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-05-T-0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896 TEL: FAX:		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD: \$		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY			
SEE SCHEDULE							
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 90	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY (Print)				
		42b. RECEIVED AT (Location)				
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FY 05 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	April 15 - 30, 2005 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period April 15 - April 30, 2005		Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	May 1 - September 30, 2005 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period May 1 - September 30, 2005	5	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option Year II, FY 06 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	April 15 - April 30, 2006 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period April 15 - April 30, 2006		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		5	Months		

May 1 - September 30, 2006

FFP

Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period May 1 - September 30, 2006

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					

Option Year II, FY 07

FFP

Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA			Lump Sum		

April 15 - April 30, 2007

FFP

Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period April 15 - April 30, 2007

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	May 1 - September 30, 2007 FFP Park Attendant/Facilities Cleanup Services for Sylvan Park, Administration, Spillway Boat Ramp at Wilson Lake Project Office, Sylvan Grove, Kansas , performed 5 days per week as specified in the performance work statement for the period May 1 -September 30, 2007	5	Months		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at Wilson Lake.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Technical, past performance, and price.

Technical and past performance, when combined, are significantly more important, when combined, when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.

--	--

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor, provided the Government gives the Contractor a

preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

___ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

___ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (___ Alternate III) (May 2002).

___ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

CONTRACT	Marianne Schrik	PHONE:	816-983-	E-MAIL:	Marianne.schrik@usace.army.
SPECIALIST:			3848		mil
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MANAGER:			2551		

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL , EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

STATEMENT OF WORK

PERFORMANCE WORK STATEMENT
PARK ATTENDANT & FACILITIES CLEANUP SERVICES
 FOR
SYLVAN PARK, ADMINISTRATION AREA, EAST OVERLOOK & SPILLWAY BOAT RAMP

C.1 General Information

C.1.1 Background: Wilson Lake, located on the Saline River, controls a drainage area of 1,917 square miles. The grassland drainage basin above Wilson makes it one of the clearest lakes in Kansas. With 9,000 acres of water and 100 miles of shoreline, it has become one of the most popular recreation areas in central Kansas. During periods of heavy rain the lake increases in size, as runoff is stored, providing downstream flood protection. Recreation, fish and wildlife enhancement, and water quality also are benefits of the lake.

To get to Sylvan Park, from I-70 take exit 206 north on Highway 232 for nine miles. Turn right on highway 181 prior to crossing the dam. Turn left onto the Administration Road. Continue on this road past the Corps of Engineers office and you will come to Sylvan Park on your right. Sylvan Park contains 28 individual campsites, 1 group camp containing 8 campsites and a shelter as well as several individual picnic sites and day use shelter. Activities range from camping, fishing, hiking and picnicing.

C.1.2 Scope of Work: The Contractor shall provide labor, material, equipment, and supervision as specified to perform park attendant duties, cleaning and servicing the facilities and grounds of Sylvan Park, Administrative Area, East Overlook and Spillway Boat Ramp, Wilson Lake Project in Russell County Kansas, as described in this Performance Work Statement (PWS) and elsewhere in the contract (see attached map). The Contractor shall perform the specific tasks listed in Section C-5. Acceptable performance standards and current regulations are provided for each task. The Contractor shall monitor performance and ensure compliance in accordance with the terms and conditions.

C.1.3 Period of Performance: The contract shall begin April 15 or date of award and continue through 30 September. Required training for contractors will begin on 12 April of each contract year. The contractor must reside at the work site during the period of performance, and must remove all personal property from the site by 12 pm Oct 3. Park attendant campsites are for use by one camping unit only.

C.1.4 Required Insurance Bonding Requirements: The contractor shall obtain and maintain the proper insurance during the period of performance under this contract in accordance with Federal, State and Local law. Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties. The contractor shall furnish a \$2,000.00 surety bond. The bond will be used to recover funds collected by the contractor, but not properly received by the Finance and Accounting Officer. The bond shall be in the form of a firm, original, and irrevocable commitment and may include sureties, cashier's check, or irrevocable letter of credit.

C.1.5 Post Award Conference & Training: The contractor shall attend a required pre-work orientation with the Government's representative at the Wilson Project Office 3 days prior to the first workday. Orientation will be from 1 to 3 days based on past experience with computer operations and NRRS Park Office skills. The Government will give written notification of the scheduled dates for the pre-award conference and the computer training.

C.1.6 Quality Control: The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

C.1.7 QUALITY ASSURANCE:

C.1.7.1 The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include unannounced audits, random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

C.1.7.2 The government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government will perform inspections and tests in a manner that will not unduly delay the work.

C.1.7.4 If any of the services do not conform to contract requirements, the government will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

C.1.7.5 If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

C.1.8 Personnel:

C.1.8.1 The contractor shall exercise tact, diplomacy, and courtesy and present a neat appearance when dealing with the public. The contractor uniform shall consist of a pullover or button down type shirt/blouse, slacks, shorts or skirt, shoes and nametag. Park attendants will be required to provide all parts of the uniform except for the nametag and hat, which will be provided by the government. All clothing should be neat and clean so as to present a good image to incoming visitors to the area.

C.1.8.2 The contractor or any of his or her employees must not consume any alcohol or drugs (except prescription drugs) during duty hours or when meeting the public.

C.1.8.3 The Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the contact for matters involving quality and performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent and shall insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project the first day that an individual is a "responsible party". The designation shall include the name(s), address (es), and telephone number(s) of the responsible individual(s).

C.1.9 Other Contractors: The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work shall be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

C.1.10 Safety: The contractor shall immediately report any situation that could affect the health or safety of visitors to a park ranger, including maintenance needs, utility problems, accidents, or violations of laws and regulations.

C.1.10.1 The contractor shall report all disturbances that cannot be diplomatically resolved to a park ranger. The contractor will be given an after-hours phone number (at the post award conference) for use by him and his staff only.

C.1.10.2 The contractor must notify the COR of any required prescription drugs which might affect the contractor's ability to perform the requirements of this contract.

C.1.10.3 The contractor shall immediately report to the COR any accidents or injuries incurred during the performance of this contract.

C.1.10.4 The COR must approve all chemicals and cleaning supplies that will be used during this contract. The contractor will provide MSDS sheets (Material Safety Data Sheets) for all chemicals used or stored on government property.

C.2 Definitions and Acronyms: The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Clean: As used generally, means free of all foreign matter, film, spots, streaks, dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy.

Contracting officer's representative means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Debris: Any articles, or parts thereof, such as paper, gum, litter, strings, cigarette butts, leaves, and sand.

Dirt: Particles of sand, soil, grit, or pebbles; mud, dust, tar, liquid stains, vomit, and/or ashes.

Foreign Matter: Any articles, or parts thereof, not belonging to the place found.

Fully-Clothed: Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals

NRRS - National Recreation Reservation System

PWS - Performance Work Statement

Quality Assurance (QA): A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

Quality Control (QC): A method used by the Contractor to control the quality of goods and services provided.

"Service contract" means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment.
- (b) Routine recurring maintenance of real property.
- (c) Housekeeping and base services.
- (d) Operation of Government-owned equipment facilities, and systems.

C.3 Government-Furnished Materials and Supplies: Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this Contract.

C.3.1 The Government will provide a campsite for the Contractor's trailer, and utility hookups, during the service period, consisting of water, electricity, and sewer. In addition, the campsite will include a storage building, picnic table and refuse container. Park attendant campsites are for use by one camping unit only. The site will be provided free of charge for a period of 3 days prior and 3 days after the period of performance. No additional camping units may occupy the site without permission of the Operations Manager. The Contractor shall maintain these facilities in accordance with Park rules.

C.3.2 Government - Furnished Property - The Government will furnish to the Contractor the following identified property to be used in performing the

contract. When the property is delivered, the Contractor must verify its quantity and condition in writing to the Contracting Officer or his authorized representative on Memorandum Receipt, ENG 4866, (within 24 hours of receipt)(immediately). Damage or loss while in the Contractor's possessions shall be reported in writing to the Contracting Officer or his authorized representative, within 24 hours.

<u>Item (description)</u>	<u>Quantity</u>	
(1) Permit Books	As needed	
(2) Golden Age Passports	As needed	
(3) Annual Day Use Permits	As needed	
(4) Computer, monitor, printer	1 each	
(5) Telephone	1 each	
(6) Radio with antennae	1 each	
(7) Keys		1 set

C.3.3 Government - Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the Government. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) Trash and recycling bags
- (2) Maps
- (3) Brochures
- (4) Computer paper
- (5) Self-registration day use supplies
- (6) Authorized forms
- (7) Toilet Tissue and Paper Towels

C.4 Contractor-Furnished Equipment and Supplies: The Contractor shall furnish all equipment and supplies not identified in section C.3 of this PWS as Government-Furnished supplies and equipment. Specifically, the Contractor shall furnish:

C.4.1. Park attendants shall have a self-contained factory built camping trailer or camping motor home, in which to reside at each campground during the work assignment. (Self contained as defined by manufacturer to be equipped with a flushable toilet and operational shower). Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.

C.4.2. A vehicle, other than the one in C.4.1 above, will be used for local transportation to perform the requirements of this contract. All vehicles will comply with all local, state and federal laws and be operated on roadways at all times.

C.4.3 A telephone and installation of telephone service at the government provided hookup at the campsite.

C.4.4. Office supplies necessary to perform the requirements of this contract (pens, pencils, markers, rubber bands, stapler, staples, etc.)

C.4.5 Cleaning equipment and supplies, excluding toilet tissue and paper towels, for all facilities within this contract.

C.4.6 The use of a pressure water pump is not mandatory if the Contractor is able to meet the performance standard (See Section C.5 Specific Tasks). The government reserves the right to require the use of a pressure water pump, at any time, if it becomes apparent that the performance standards are not being met.

C.4.7 The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance of all facilities during cleaning operations.

C.4.8 The contractor will provide all cleaning supplies.

C.5 Specific Tasks: The Contractor shall provide all manpower, equipment, fuel, tools, materials and supplies, and supervision and other items and service necessary to perform all tasks and functions identified in this section except as specified in Section C-3 as Government Furnished equipment and supplies.

The Contractor shall perform park attendant/custodial services duties 5-days per week, including weekends and Federal holidays at the Sylvan Park as described in this section and elsewhere in the contract. The Contractor's staff shall consist of at least two adults. The contractor will be granted and shall observe two designated day off each week. At least one person on the Contractor's staff shall remain in the park at all times on scheduled workdays. The contractor shall not leave the park until the time the booth is scheduled to close the night before the first scheduled day off and shall return before 7:00 a.m. of the next scheduled workday. If the contractor needs to be absent from the park any other time the COR shall be notified as soon as possible. The contractor shall retain a qualified substitute park attendant to cover such absences. The substitute shall be approved by the COR.

C.5.1 National Recreation Reservation System (NRRS)

The contractor shall perform specific daily duties to implement the National Recreation Reservation System (NRRS), according to established procedures (that will be taught during pre-performance training. Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations, accepting shelter reservations, and receiving daily arrival reports. The contractor shall take reservations at the fee booth for walk-up customers. Contractors shall not accept phone reservations, unless authorized by the COR.

- Check Site Availability
- Post Reserved sites
- Shelter reservations
- Process camper registration
- Receive daily arrival reports
- Maintain records

C.5.2 Fee Booth Operations: The contractor shall staff the fee booth during booth hours designated below. If the contractor needs to be absent from the park anytime other than the exceptions listed in paragraph C.5 (above), the COR must be notified as soon as possible. The contractor shall keep an open telephone/radio line of communication while on duty. During booth hours, the Corps-furnished radio (see Section C.3 Government Furnished Property) shall be turned on with the volume up so messages can be transmitted and received. Radio problems shall be reported immediately. The contractor shall be available at all times (except scheduled day off and approved time away from the park) to receive and deliver emergency messages.

C.5.2.1 Schedule: The following schedule is subject to change with one (1) week's advance notice. The fee booth shall be open and occupied during the following hours:

SCHEDULE FOR 2005 - 2007
15 April through 30 September

Shower Cleaning:	6 a.m. - 7 a.m.
Tour Park	6 a.m. - 7 a.m.
Booth Hours:	7 a.m. - 9 a.m.
Park Cleaning:	8 a.m. - 5 p.m.
Booth Hours:	4 p.m. - 8 p.m. (*)
Tour Park	8 p.m. - 10 p.m.
Tuesday: DAY OFF	
Wednesday:	DAY OFF

Note: Workweek consists of Sunday through Saturday with Tuesday & Wednesday off.

(*) Booth Hours 2:00 p.m. - 10:00 p.m. May 27-29, July 1-3 and September 2-4, 2005
 May 26-28, July 4 and
 September 1-3, 2006
 May 25-27, July 4 and August
 31-September 2, 2007

C.5.2.2 All work shall be accomplished within the time frames specified above. Services rendered outside the time periods specified would not be compensated unless specifically approved in writing by the Contracting Office or his approved representative.

C.5.2.3 Receive Payments The contractor shall register visitors, campers, and day users, issue Golden Age cards, and collect the required fees according to project policy. Contractors are required to have personal cash on hand (\$100) to make change for campers.

C.5.2.3.1 Encourage Credit Card Payments

The contractor shall encourage the use of credit card payments over personal checks. The contractor shall follow project policy when accepting personal checks.

C.5.2.3.2 Safeguard Collections

The contractor shall take all reasonable precautions to safeguard collections, permits, and other government-furnished property. All collections shall be deposited in the fee safe provided, outside entrances to the fee booth shall be kept locked, and visitors must not be allowed in the booth.

C.5.2.4 Transmit Fees and Remittance Registers

The contractor shall transmit all collected fees and remittance registers to Nations Bank, Atlanta, GA. At a minimum, fees shall be transmitted once per week on the contractors first scheduled day off, every Saturday on holiday weekends, or when collections total \$2,000.00, whichever occurs first. Money orders and cashier checks are the only instruments for cash conversions. Depositing funds into personnel or corporate accounts and drawing a check against that account is prohibited. All costs are the responsibility of the Contractor.

C.5.2.5 Booth Maintenance

The contractor must maintain the fee booth in a clean and neat condition at all times. Pens, corrals, cages, and other animal confinement facilities are not permitted. Smoking, visitors, pets, or baby-sitting are not permitted in the park entrance booth.

C.5.3 Park Operations

C.5.3.1 Provide Information to Visitors

The contractor shall hand out informational brochures and pamphlets and explain or clarify policy and regulations for park visitors.

C.5.3.2 Implement Campground Rules and Policies

The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 14 day stay limitations, etc.

C.5.3.3 Tour Park

The contractor shall make daily tours of the park between the hours of 6 a.m. and 7 a.m. and again between 8 p.m. and 10 p.m.

C.5.3.3.1 Identify un-registered Visitors

The Contractor shall identify campers who may have arrived during hours when the fee booth was closed. These individuals shall be contacted and advised to register at the booth and pay required fees.

C.5.3.3.2 Check for and report vandalism, equipment malfunction and cleanliness

During both the morning and evening tours, the contractor shall monitor all vaults, post shelter and camping reservations, and check all facilities for vandalism, equipment malfunction, and cleanliness. The Contractor shall advise Corps personnel immediately if problems exist.

C.5.3.3 Open and Close Gates and Facilities

The contractor shall open and close interior park gates and other facilities as requested by project personnel.

C.5.3.4 Lost and Found Items: The Contractor will assist the visiting public in reclaiming lost articles. The contractor must hold all lost and found articles at the fee booth for a period

of 1 week. Any article unclaimed after a 1 week period must be turned over to project personnel.

C.5.4 Service Facilities/Areas: The contractor shall maintain the facilities listed below in a clean and sanitary condition in accordance with the identified performance standards. All buildings shall have all mold completely removed. Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced to the performance standard. In the event that an area or facilities within an area are missed, or are not properly cleaned, the contractor shall return and re-clean the area or affected facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative.

FACILITIES	TOTAL
Vault Toilets	3
Shower Building	1
Dump Station	1
Picnic Shelters	2
Small Shelters	5
Water Fountains	2
Litter Pickup**	38 acres
Volleyball Courts	1
Individual Campsites	28
Group Camp Campsites	8
Fire Pits/Grills	33
Park Benches*	2
Bulletin Boards*	1
Sidewalks**	470 sq yd
Playgrounds	2
Courtesy Dock	1
Interior Refuse Containers*	5

*Total number of exterior refuse containers shall be subject to a variation of +/- 5 and total number of interior refuse containers, bulletin boards and park benches shall be subject to a variation of +/-2 at no change in contract price.

**NOTE: All ACREAGES AND SQ. YD. ARE ESTIMATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT ACREAGES AND CONDITIONS AFFECTING PERFORMANCE OF THIS WORK.

C.5.4.1 Showers, vault and flush-type toilets, water borne facilities and change houses. Care shall be taken to avoid wetting of electrical fixtures during cleaning. All paper products shall be protected to prevent wetting during cleaning operations. Following cleaning, all bright surfaces (to include but not limited to chrome or bright metal, porcelain, ceramic tile, and glossy painted surfaces) shall provide a dried polished appearance free of dirt, cleaning solution, disinfectant, and water spots. An adequate supply of paper products (toilet paper and paper towels) will be maintained at all times.

C.5.4.2 Ceilings - Clean ceilings on inside and overhang on outside of buildings to remove spider webs, dust, bird and insect nests, dirt, and insect spots. If soap or disinfectant is used, rinse with clean water and wipe dry.

C.5.4.3 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers - Clean and disinfect to ensure a condition free of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, and plumbing fixtures shall present a dried polished appearance free of dirt, cleaning solution, disinfectant, and water spots. Exterior walls shall have spider webs, dust, bird and insect nests, debris and grass clippings removed.

C.5.4.4 Floors and floor drain plates - Shall be disinfected and free of all dirt, sand, foreign matter, trash, and excess water.

C.5.4.5 Mirrors - Shall be free of dirt, dust, smudges, water spots, and streaks.

C.5.4.6 Stools - Non-waterborne (vault-type) - Risers inside and outside, seats and lids shall be cleaned and disinfected to provide a surface free of foreign matter. Seats shall present a dry appearance free of disinfectant and water spots.

C.5.4.7 Light Fixtures - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and grill. Reinstall grillwork and ensure light bulbs work.

C.5.4.8 Metal louvers - Maintain a clean appearance free of spider webs, bird and insect nests, bird droppings, dirt, dust, or other foreign matter.

C.5.4.9 Vault toilets having an obnoxious odor shall be reported to Project personnel.

C.5.5 Picnic, Group and Small Shelter:

C.5.5.1 Ceiling, beams, trusses, and overhang- shall be clean (See Section C.2 Definitions)

C.5.5.2 Table tops, seats, grills, sinks, water hydrants and floor slabs shall be cleaned and disinfected to ensure a sanitary condition free of all dirt, food particles, foreign matter, and excess water.

C.5.5.3 Courtesy Dock including all handrails and walkways: shall be kept free of dirt, debris, stains, residue, spider webs, insect nests, bird droppings, fish remains, litter, and leaves. Leaves or vegetation removed shall be disposed in a brush or wooded areas outside the Normal Park mowing or miscellaneous mowing areas. All litter on the docks or within "**25 feet**" the walkway and riprap area leading to the docks shall be removed and deposited, as directed by the Contracting Officer's Representative, into a government furnished trash dumpster.

C.5.5.4 Dump Station - All litter and debris (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) shall be removed deposited, as directed by the Contracting Officer's Representative, into a government furnished dumpster.

C.5.5.5 Water fountains - Shall be cleaned and disinfected to remove all residue and stains and maintain a sanitary condition. Water fountains at or near facilities being serviced shall be cleaned each time the facility is serviced.

C.5.5.6 Water hydrants - Shall be cleaned to remove all cobwebs, litter, and debris from the fixtures and from the immediate vicinity.

C.5.6 Charcoal grills, fire pits /rings, and picnic tables:

C.5.6.1 Unoccupied campsites, grills, fire rings, and cooking surfaces shall be kept free of debris, ashes, food particles, and other foreign matter. Unoccupied grills, and fire rings containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning. The contractor shall remove all debris, litter, ashes and coals in the immediate vicinity of all facilities. Ashes will be disposed of as directed by the COR. The contractor will be required to clean occupied campsites when directed by the COR.

C.5.6.2 Unoccupied picnic tables in visitor areas shall be checked each day services are performed. If unsanitary conditions exist, tables shall be cleaned by removing all foreign matter to include cleaning solution residue. NOTE: Past experience indicates that an average of five (5) percent of the tables shall require cleaning on any given day depending on the amount of visitation.

C.5.6.3 Park benches, playground equipment, phone shelter and bulletin boards - Shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris. The outside glass of visitor bulletin boards and both sides of phone shelter glass shall be free of smudges and streaks.

C.5.7.1 Sidewalks - If temperatures are below freezing, sidewalks, and concrete floors shall not be hosed off, and water usage shall be kept to the minimum necessary to clean facilities.

C.5.7.2 All sidewalks shall be free of debris, stains, and residue (any) excess water shall be removed.

C.5.7.3 Cracks between sidewalk sections, and along buildings and/or graveled or paved areas within 10 feet of facility being serviced shall be kept free of grass and weeds. Grass and weeds removed shall be disposed of in brush or wooded areas outside the normal park mowing areas. Grass or weeds shall not be placed in a refuse container or dumpster.

C.5.8 Refuse and litter handling (facilities):

C.5.8.1 All trash, litter, debris or residue (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) within or immediately adjacent to the facility being serviced shall be removed. At no time shall trash or debris be swept or washed out of a facility and left.

C.5.8.2 Refuse containers located within the facility being serviced shall have all trash, litter, debris or residue removed. The containers shall present a clean and odor free condition. Plastic liners shall be replaced.

C.5.8.3 Exterior refuse containers (excluding dumpsters) placed at various locations throughout the park area shall be cleaned and emptied and the refuse placed in centrally located dumpsters. A new plastic liner shall be installed in containers (as needed) and the lids reinstalled on the containers. Exterior refuse containers and holders shall present a clean odor free condition. When odor becomes prevalent in trash containers or they become full prior to regular scheduled major servicing the Contractor shall empty and wash containers and holders as needed (minor cleanup) to provide sanitary conditions for the public.

C.5.9 Refuse and litter handling (park areas, roadways, beaches, playgrounds, boat ramps, volleyball courts, horseshoe pits and parking areas):

C.5.9.1 All mowed park areas, on and adjacent to roadways, and parking areas, and on and adjacent to the playgrounds, volleyball courts, horseshoe pits, and boat ramp areas (including boat ramp riprap areas) are included in the acreage for litter pickup and shall be serviced each day services are performed. All trash, litter, and debris shall be removed. Litter and debris shall be placed deposited, as directed by the Contracting Officer's Representative, in a Government furnished dumpster.

C.6 Applicable Publications and Forms

C.6.1 Information on Wilson Lake can be found on the Internet at http://www.nwk.usace.army.mil/wilson/wilson_home.htm

C.6.2 Memorandum Receipt, ENG 4866 (Completed Sample form)

Technical Enclosure 1: Performance Requirements Summary

C.6.2.1 Contractor's Daily Worksheet:

Sylvan Park, Administration Area & Spillway Ramp

DATE _____
CONTRACT NO.: DACW41

CONTRACTOR:

(FY-03)

<u>BUILDING NO.</u>	<u>START</u>	<u>STOP</u>	<u>BUILDING NO.</u>	<u>START</u>	<u>STOP</u>
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____

Items Serviced Today (Check Items Below)

Ceilings - Removed Bird Nests, Cobwebs, etc. _____	Exterior Benches _____
Floors _____	Litter Pickup _____
Walls, Stalls, Benches, Partitions, and Doors _____	Water Fountains _____
Stools _____	Hydrants _____
Wash Basins _____	Sidewalks _____
Laundry Appliances _____	Sidewalks Algae _____
Grills and Firerings _____	Mirrors _____
Refuse Cont. Serviced _____	Louvers _____
Toilet Paper Replaced _____	Light Fixtures _____
Sanitary Dump Station _____	Bulletin Boards _____
Playgrounds _____	Phone Shelter _____
Picnic Tables _____	Beach _____
Amphitheater _____	

No. of Vaults Having Obnoxious Odor _____. No. of Vaults Reaching Full Capacity _____.

Any Items Vandalized Since Last Services or Other Problems

Observed: _____

Safety problems observed: _____

CONTRACTOR

ATTACHMENTS

November 23, 2004

RE: RFQ W912DQ-05-T-0030

I have enclosed a Request for Quotations for Park Attendant/Facilities Cleanup Services, Sylvan Park, Wilson Lake Project Office, Sylvan Grove, Kansas. Please be advised that site visits are encouraged.

Please go to our website and register for this quote. The web address is
www.nwk.usace.army.mil/contract/contract.html

If you have any questions about registering please contact me at (816) 983-3848.

For questions of a technical nature, you may contact Dan Hays at 785-658-2551. Please return your completed bid package to me by December 27, 2004, by 10 am at the following address:

US Army Corps of Engineers
Attn: Marianne Schrik, CT-C
Room 760 Federal Bldg
601 E 12th St
Kansas City, MO 64106-2896

Attachment 1, Experience should be completed by you, and returned me at the above address.

Attachment 2, Past Performance **cover letter** will be completed by you and, along with the Past Performance Questionnaire, sent to three references who are familiar with your past job performance. The persons filling out these forms should them to Marianne Schrik by fax at (816) 426-5169.

Thank you for your interest in bidding on this solicitation.

Sincerely,

MARIANNE SCHRIK
Contract Specialist

<p>ATTACHMENT #1</p> <p>STATEMENT OF EXPERIENCE</p>

This form must be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties:

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties:

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties:

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of duties:

ATTACHMENT #2

**PAST PERFORMANCE QUESTIONNAIRE
AND
COVER LETTER**

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
760 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2896

TO: _____ (completed by quoter)

RE: Past Performance Questionnaire
Solicitation for Facilities Cleanup Services

The U.S. Army Corps of Engineers is soliciting for Park Attendant at Wilson Lake Project Office. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt fax to:

Fax #(816) 426-5169, to attention of Marianne Schrik

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (816) 983-3848.

Sincerely,

Marianne Schrik
Contract Specialist
U.S. Army Corps of Engineers

PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION FOR Park Attendant Services

Wilson Lake Project Office

SECTION 1: (To be completed by Offeror)

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (To be completed by Reference)**A. Quality of Services:**How would you rate the **quality** of the contractor's performance?

- _____ Excellent
- _____ Very Good
- _____ Satisfactory
- _____ Marginal
- _____ Unsatisfactory

Comments:

B. Timeliness of Performance:Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

- _____ **Yes**
- _____ **No**

Comments:

C. Customer Satisfaction:How would you rate **your satisfaction with the service** provided by this contractor?

- _____ Extremely Satisfied
- _____ Satisfied
- _____ Partially Satisfied
- _____ Dissatisfied
- _____ Extremely Dissatisfied

Comments:

How would you rate **your satisfaction with this contractor?**

- ☐ Extremely Satisfied
☐ Satisfied
☐ Partially Satisfied
☐ Dissatisfied
☐ Extremely Dissatisfied

Comments:

Would you hire this contractor again?

- ☐ Yes
☐ No

Comments:

COMPANY NAME: _____ ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____ E-MAIL: _____

94-2215 KS,WICHITA

WAGE DETERMINATION NO: 94-2215 REV (24) AREA: KS,WICHITA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2216

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2215
Revision No.: 24
Date Of Revision: 05/27/2004

State: Kansas

Area: Kansas Counties of Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.52
01012 - Accounting Clerk II	12.56
01013 - Accounting Clerk III	15.89
01014 - Accounting Clerk IV	17.75
01030 - Court Reporter	18.77
01050 - Dispatcher, Motor Vehicle	15.30
01060 - Document Preparation Clerk	11.59
01070 - Messenger (Courier)	9.67
01090 - Duplicating Machine Operator	11.59
01110 - Film/Tape Librarian	10.66
01115 - General Clerk I	8.46
01116 - General Clerk II	10.06
01117 - General Clerk III	12.28
01118 - General Clerk IV	13.90
01120 - Housing Referral Assistant	15.15
01131 - Key Entry Operator I	10.84
01132 - Key Entry Operator II	11.85
01191 - Order Clerk I	11.50
01192 - Order Clerk II	12.25
01261 - Personnel Assistant (Employment) I	11.19
01262 - Personnel Assistant (Employment) II	12.58
01263 - Personnel Assistant (Employment) III	14.47
01264 - Personnel Assistant (Employment) IV	16.79
01270 - Production Control Clerk	18.73
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	11.35
01311 - Secretary I	11.35

01312 - Secretary II	13.05
01313 - Secretary III	15.15
01314 - Secretary IV	18.32
01315 - Secretary V	20.28
01320 - Service Order Dispatcher	13.24
01341 - Stenographer I	14.52
01342 - Stenographer II	16.32
01400 - Supply Technician	18.32
01420 - Survey Worker (Interviewer)	13.37
01460 - Switchboard Operator-Receptionist	10.38
01510 - Test Examiner	13.05
01520 - Test Proctor	13.05
01531 - Travel Clerk I	10.00
01532 - Travel Clerk II	10.52
01533 - Travel Clerk III	11.34
01611 - Word Processor I	10.74
01612 - Word Processor II	11.98
01613 - Word Processor III	13.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.38
03041 - Computer Operator I	14.67
03042 - Computer Operator II	15.84
03043 - Computer Operator III	20.27
03044 - Computer Operator IV	21.74
03045 - Computer Operator V	24.05
03071 - Computer Programmer I (1)	17.64
03072 - Computer Programmer II (1)	23.44
03073 - Computer Programmer III (1)	26.54
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.38
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.67
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.95
05010 - Automotive Glass Installer	18.15
05040 - Automotive Worker	18.15
05070 - Electrician, Automotive	18.96
05100 - Mobile Equipment Servicer	16.17
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.15
05190 - Motor Vehicle Mechanic	20.17
05220 - Motor Vehicle Mechanic Helper	15.16
05250 - Motor Vehicle Upholstery Worker	17.16
05280 - Motor Vehicle Wrecker	18.15
05310 - Painter, Automotive	18.96
05340 - Radiator Repair Specialist	18.15
05370 - Tire Repairer	15.62
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.71
07010 - Baker	10.68
07041 - Cook I	9.51
07042 - Cook II	10.68
07070 - Dishwasher	7.32
07130 - Meat Cutter	12.79
07250 - Waiter/Waitress	7.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.96
09040 - Furniture Handler	13.37
09070 - Furniture Refinisher	18.96
09100 - Furniture Refinisher Helper	15.16

09110 - Furniture Repairer, Minor	17.16
09130 - Upholsterer	18.96
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.01
11060 - Elevator Operator	8.44
11090 - Gardener	11.06
11121 - House Keeping Aid I	7.64
11122 - House Keeping Aid II	8.99
11150 - Janitor	9.05
11210 - Laborer, Grounds Maintenance	9.95
11240 - Maid or Houseman	7.64
11270 - Pest Controller	13.24
11300 - Refuse Collector	7.92
11330 - Tractor Operator	10.35
11360 - Window Cleaner	9.78
12000 - Health Occupations	
12020 - Dental Assistant	12.91
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.93
12071 - Licensed Practical Nurse I	11.98
12072 - Licensed Practical Nurse II	13.43
12073 - Licensed Practical Nurse III	15.03
12100 - Medical Assistant	10.01
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	10.75
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	8.39
12222 - Nursing Assistant II	9.89
12223 - Nursing Assistant III	10.80
12224 - Nursing Assistant IV	12.10
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	15.62
12312 - Registered Nurse II	19.12
12313 - Registered Nurse II, Specialist	19.12
12314 - Registered Nurse III	23.14
12315 - Registered Nurse III, Anesthetist	23.14
12316 - Registered Nurse IV	27.71
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.41
13011 - Exhibits Specialist I	15.56
13012 - Exhibits Specialist II	19.26
13013 - Exhibits Specialist III	23.49
13041 - Illustrator I	15.56
13042 - Illustrator II	19.26
13043 - Illustrator III	23.49
13047 - Librarian	19.77
13050 - Library Technician	13.09
13071 - Photographer I	12.94
13072 - Photographer II	15.56
13073 - Photographer III	19.26
13074 - Photographer IV	23.49
13075 - Photographer V	28.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.23
15030 - Counter Attendant	7.23
15040 - Dry Cleaner	9.18
15070 - Finisher, Flatwork, Machine	7.23
15090 - Presser, Hand	7.23
15100 - Presser, Machine, Drycleaning	7.23
15130 - Presser, Machine, Shirts	7.23
15160 - Presser, Machine, Wearing Apparel, Laundry	7.23
15190 - Sewing Machine Operator	9.79

15220 - Tailor	10.40
15250 - Washer, Machine	8.94
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.96
19040 - Tool and Die Maker	24.75
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.17
21020 - Material Coordinator	18.73
21030 - Material Expediter	18.73
21040 - Material Handling Laborer	9.88
21050 - Order Filler	11.75
21071 - Forklift Operator	15.00
21080 - Production Line Worker (Food Processing)	13.40
21100 - Shipping/Receiving Clerk	16.54
21130 - Shipping Packer	16.28
21140 - Store Worker I	11.91
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.32
21210 - Tools and Parts Attendant	14.75
21400 - Warehouse Specialist	14.75
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.40
23040 - Aircraft Mechanic Helper	15.26
23050 - Aircraft Quality Control Inspector	20.88
23060 - Aircraft Servicer	17.27
23070 - Aircraft Worker	18.27
23100 - Appliance Mechanic	18.96
23120 - Bicycle Repairer	15.62
23125 - Cable Splicer	21.65
23130 - Carpenter, Maintenance	18.96
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	20.17
23181 - Electronics Technician, Maintenance I	20.02
23182 - Electronics Technician, Maintenance II	24.57
23183 - Electronics Technician, Maintenance III	30.71
23260 - Fabric Worker	17.16
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	16.17
23340 - Fuel Distribution System Mechanic	21.21
23370 - General Maintenance Worker	18.15
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.95
23430 - Heavy Equipment Mechanic	19.95
23440 - Heavy Equipment Operator	19.95
23460 - Instrument Mechanic	19.95
23470 - Laborer	10.12
23500 - Locksmith	18.96
23530 - Machinery Maintenance Mechanic	21.70
23550 - Machinist, Maintenance	19.95
23580 - Maintenance Trades Helper	15.16
23640 - Millwright	20.56
23700 - Office Appliance Repairer	18.96
23740 - Painter, Aircraft	18.96
23760 - Painter, Maintenance	18.96
23790 - Pipefitter, Maintenance	21.02
23800 - Plumber, Maintenance	19.97
23820 - Pneudraulic Systems Mechanic	19.95
23850 - Rigger	19.95
23870 - Scale Mechanic	18.15
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.15
23930 - Telecommunication Mechanic I	22.19
23931 - Telecommunication Mechanic II	23.20
23950 - Telephone Lineman	21.95

23960 - Welder, Combination, Maintenance	19.95
23965 - Well Driller	19.95
23970 - Woodcraft Worker	19.95
23980 - Woodworker	16.17
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.27
24580 - Child Care Center Clerk	11.59
24600 - Chore Aid	8.43
24630 - Homemaker	14.77
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.93
25040 - Sewage Plant Operator	21.78
25070 - Stationary Engineer	22.93
25190 - Ventilation Equipment Tender	16.68
25210 - Water Treatment Plant Operator	20.86
27000 - Protective Service Occupations	
(not set) - Police Officer	17.54
27004 - Alarm Monitor	14.94
27006 - Corrections Officer	14.42
27010 - Court Security Officer	15.21
27040 - Detention Officer	14.42
27070 - Firefighter	14.43
27101 - Guard I	10.03
27102 - Guard II	17.18
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.60
28020 - Hatch Tender	16.60
28030 - Line Handler	16.60
28040 - Stevedore I	14.42
28050 - Stevedore II	17.60
29000 - Technical Occupations	
21150 - Graphic Artist	19.77
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	15.85
29024 - Archeological Technician II	17.76
29025 - Archeological Technician III	21.79
29030 - Cartographic Technician	22.11
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.38
29040 - Civil Engineering Technician	19.65
29061 - Drafter I	12.40
29062 - Drafter II	13.92
29063 - Drafter III	16.75
29064 - Drafter IV	20.73
29081 - Engineering Technician I	15.77
29082 - Engineering Technician II	17.71
29083 - Engineering Technician III	21.87
29084 - Engineering Technician IV	23.56
29085 - Engineering Technician V	32.10
29086 - Engineering Technician VI	38.81
29090 - Environmental Technician	20.73
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	21.28
29210 - Laboratory Technician	19.83
29240 - Mathematical Technician	21.60
29361 - Paralegal/Legal Assistant I	14.08
29362 - Paralegal/Legal Assistant II	19.66
29363 - Paralegal/Legal Assistant III	23.98
29364 - Paralegal/Legal Assistant IV	29.10
29390 - Photooptics Technician	20.73
29480 - Technical Writer	27.23

29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.68
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.73
29622 - Weather Observer, Upper Air (3)	17.73
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.47
31260 - Parking and Lot Attendant	8.37
31290 - Shuttle Bus Driver	10.15
31300 - Taxi Driver	8.32
31361 - Truckdriver, Light Truck	9.87
31362 - Truckdriver, Medium Truck	10.62
31363 - Truckdriver, Heavy Truck	14.47
31364 - Truckdriver, Tractor-Trailer	16.67
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.41
99030 - Cashier	7.62
99041 - Carnival Equipment Operator	9.45
99042 - Carnival Equipment Repairer	9.98
99043 - Carnival Worker	7.68
99050 - Desk Clerk	9.27
99095 - Embalmer	20.34
99300 - Lifeguard	9.99
99310 - Mortician	20.77
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.66
99500 - Recreation Specialist	12.92
99510 - Recycling Worker	10.72
99610 - Sales Clerk	10.56
99620 - School Crossing Guard (Crosswalk Attendant)	7.32
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	17.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.46
99660 - Surveying Aide	10.54
99690 - Swimming Pool Operator	11.87
99720 - Vending Machine Attendant	11.00
99730 - Vending Machine Repairer	13.06
99740 - Vending Machine Repairer Helper	11.00

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government

contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

